EXHIBIT C

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LIMITED TERM
SAP BUSINESS ONE SOFTWARE DEVELOPMENT KIT LICENSE
(VERSION 2.0)
("Agreement")

This Agreement is made effective as of the _31_ day of _December_ , 200_3_ , by and between SAP America, Inc., a Delaware corporation, with offices at 3999 West Chester Pike, Newtown Square, Pennsylvania 19073 ("SAP"), and _The IBiS Group_ , a _Illinois_ corporation, with offices at _1800 W Hawthorne Ln_ _Suite N, West Chicago Il. 60187_ ("Licensee").

RECITAL

WHEREAS, Licensee, desires a license to use SAP's Software Development Kit - DEVELOPMENT (defined below) in connection with Licensee's efforts to develop Extensions (as defined below) for the SAP Business One Software under the SAP Business One Software Authorized Partner Program; and

WHEREAS, SAP desires to grant to Licensee, and Licensee desires to accept from SAP, a license to Use (as defined herein) SAP's proprietary Software Development Kit - DEVELOPMENT (as defined herein) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, SAP and Licensee agree as follows:

1.   Definitions.

1.1   "Correction Level" means a change in the SAP Business One Software between Versions made generally available to SAP Licensees [e.g., 3.01.01].

1.2   "Customer" means an entity that has a current, existing and valid license agreement with SAP to Use the SAP Business One Software.

1.3   "Designated Unit" means each individual computer in which the Software is installed as specified in Schedule 1.

1.4   "Documentation" means SAP's documentation, in any medium, which is delivered to Licensee under this Agreement, including SAP's manuals, training materials, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.

1.5   "Extension" means

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DEPOSITION
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(i)   a separate, stand-alone application or interface, all outside of the SAP
      Business One Software source code, developed or created with the Software
      Development Kit - DEVELOPMENT delivered by SAP as a part of the SAP
      Business One Software that accesses the database used with, or that is a part
      of, the SAP Business One Software through a SAP Business One Software
      data interface API; or

(ii) a separate, stand-alone application or interface, all outside of the SAP
      Business One Software source code, developed or created with the Software
      Development Kit - DEVELOPMENT delivered by SAP as a part of the SAP
      Business One Software that enhances SAP Business One Software
      functionality and is accessed through a SAP Business One Software UI API.

   For purposes of clarification, any and all API's to the SAP Business One Software
are part of the Software.

1.6 "Modification" means a change to the SAP Business One Software that changes the
source code.

1.7 "Named Users" means named, identifiable employees of Licensee, not to exceed
the greater of twenty (20) or the number permitted access by the applicable SAP license
key, licensed to Use the Software Development Kit - DEVELOPMENT under this
Agreement.

1.8 "Non-Productive Use" means Use of the SAP Business One Software solely for
Licensee's internal testing or developmental work in accordance with this Agreement.

1.9 "Productive Use" means Use of the SAP Business One Software solely to operate
Licensee's internal information technology business operations.

1.10 "Program Concepts" means the concepts, techniques, ideas, and know-how
embodied and expressed in any computer programs or modules included in the SAP
Business One Software and/or Software Development Kit – DEVELOPMENT and/or
Software Development Kit - IMPLEMENTATION, including their structure, sequence,
and organization.

1.11 "Proprietary Information" means: (i) with respect to SAP and SAP AG, the SAP
Business One Software, Software Development Kit – DEVELOPMENT, Software
Development Kit – IMPLEMENTATION, and Documentation and any complete or
partial copies thereof, the Program Concepts, any other third-party software licensed with
or as part of the SAP Business One Software or Software Development Kit –
DEVELOPMENT or Software Development Kit – IMPLEMENTATION, benchmark
results; and (ii) information reasonably identifiable as the confidential and proprietary

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information of SAP or Licensee or their licensors excluding, any part of the SAP or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.12 "Release" means each issuance of the SAP Business One Software, excluding third party software, identified by the numeral to the left of the decimal point (e.g., 3.01).

1.13 "SAP AG" means SAP Aktiengesellschaft, the licensor of the SAP Proprietary Information to SAP.

1.14 "SAP Business One Software" or "Software" means (i) the SAP Business One Software, developed by or for SAP and/or SAP AG; (ii) any Releases, Versions or Correction Levels of the SAP Business One Software as contemplated by this Agreement (if any); and (iii) any complete or partial copies of any of the foregoing.

1.15   "Software Development Kit - DEVELOPMENT" means (i) the SAP Business One Software Development Kit, including data interface and user interface components, contained in the Version available as of the date of this Agreement, developed by or for SAP and/or SAP AG and delivered to Licensee hereunder that is used solely for Non-Productive Uses in the development of Extensions; (ii) any Releases, Versions, or Correction Levels of such Software Development Kit as contemplated by this Agreement (if any); (iii) any other SAP software tools for SAP Business One Software delivered to Licensee by SAP hereunder for the purpose stated in this definition; and (iv) any complete or partial copies of any of the foregoing.

1.16 "Software Development Kit – IMPLEMENTATION" means (i) the SAP Business One Software Development Kit, including data interface and user interface components, contained in the Version available as of the date of this Agreement, developed by or for SAP and/or SAP AG and delivered to Licensee hereunder that is used solely for Non-Productive Uses in the implementation and configuration of the as-delivered Software; (ii) any Releases, Versions, or Correction Levels of such Software Development Kit as contemplated by this Agreement (if any); (iii) any other SAP software tools for SAP Business One Software delivered to Licensee by SAP hereunder for the purpose stated in this definition; and (iv) any complete or partial copies of any of the foregoing.

1.17 "Territory" means the United States of America.

1.18 "Use" means to load, execute, access, employ, utilize, store, or display the SAP Business One Software and/or Software Development Kit.

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1.19 "Version" means each issuance of each Release of the SAP Business One Software, excluding third party software, identified by the numeral to the right of the decimal point (e.g., 3.01).

2. License Grant.

2.1 Grant of License.

    (a) Subject to this Agreement, SAP grants and Licensee accepts, a non-exclusive, perpetual (unless terminated in accordance with Section 5 herein) license for Named Users to Use the Software Development Kit - DEVELOPMENT, Documentation, and other SAP Proprietary Information provided by SAP to Licensee (solely as may be necessary to utilize the Software Development Kit - DEVELOPMENT) solely for the purposes of Non-Productive Uses in developing Extensions under and in accordance with this Agreement (including without limitation Section 6.4), at specified site(s) within the Territory. Licensee shall not use the SAP Business One Software, Software Development Kit - DEVELOPMENT, Documentation, or other SAP Proprietary Information for Productive Use, or in connection with running its own business or the business of any firm, person or organization. This license does not permit Licensee to: (i) Use the SAP Business One Software, other than as may be necessary to Use the Software Development Kit - DEVELOPMENT hereunder; (ii) Use the SAP Business One Software and Software Development Kit – DEVELOPMENT for a service bureau application; (iii) sublicense, or rent the Software or Software Development Kit – DEVELOPMENT; (iv) Use the Software Development Kits to develop Extensions or add-on functionality or integrations to software products or services to any mid-market account or financial management software product other than the Software; or (v) otherwise Use the Software Development Kit – Development in any manner other than as specified in this Agreement. Except to the extent expressly authorized herein, third parties are not authorized to use or have access to the SAP Business One Software, Software Development Kit - DEVELOPMENT, Documentation, or other SAP Proprietary Information. THIS AGREEMENT IS NOT A LICENSE TO USE THE SOFTWARE DEVEOPMENT KIT – IMPLEMENTATION. LICENSEE SHALL HAVE NO RIGHTS TO USE THE SOFTWARE DEVELOPMENT KIT – IMPLEMENTATION UNLESS AND UNTIL LICENSEE IS AUTHORIZED BY SAP AS A SAP BUSINESS ONE SOFTWARE PARTNER, AND IN ALL CASES SUCH USE OF THE SOFTWARE DEVELOPMENT KIT – IMPLEMENTATION SHALL BE SUBJECT TO THE OPERATIVE PARTNER AGREEMENT. As this Agreement confers no rights in and to the Software Development Kit – Implementation, further references in this Agreement to "Software Development Kit" following this section 2.1(a) shall be deemed to mean "Software Development Kit – Development" unless otherwise specified.

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(b)   Licensee agrees to install the SAP Business One Software and Software Development Kit only as necessary to exercise its rights under this Agreement, and only on Designated Unit(s) as identified by Licensee pursuant to Schedule 1 of this Agreement and which have been previously approved by SAP in writing or otherwise officially made known by SAP to the public as appropriate for Use or interoperation with the SAP Business One Software and Software Development Kit.

(c)   Licensee may transfer the SAP Business One Software and Software Development Kit from one Designated Unit to another at no license fee, and shall provide written notice to SAP within five business days of such installation.   Licensee shall be responsible for the cost of any migration tools, costs, third-party software or additional software required for the new Designated Unit.   The SAP Business One Software and Software Development Kit must be promptly deleted in their entirety from the Designated Unit no longer in use and from each back-up copy for that Designated Unit.

2.2 Audit Right. During normal business hours and at any time during which the SAP Business One Software, Software Development Kit, Documentation, or other SAP Proprietary Information are being utilized, SAP, or its authorized representative or licensors, shall have the right upon reasonable advance notice to audit and inspect Licensee's utilization of such items, in order to verify compliance with the terms of this Agreement. Upon SAP's reasonable request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the SAP Business One Software and Software Development Kit.

2.3 Archival Copy; Restriction on Copies; Legends to be Reproduced; SAP Marketing Guidelines.

(a) Licensee may make one copy of the SAP Business One Software and Software Development Kit for archival purposes and such number of backup copies of the SAP Business One Software and Software Development Kit as are consistent with Licensee's normal periodic backup procedures. Licensee shall maintain a log of the number and location of all originals and copies of the SAP Business One Software and Software Development Kit.

(b) Licensee may reproduce or copy any portion of the Documentation into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder.

(c) Licensee shall include, and shall under no circumstances remove, SAP's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the SAP Business One Software, Software Development Kit, Documentation, or SAP Proprietary Information in the same form and location as the notice appears on the original work. The inclusion of a copyright notice on any portion

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of the SAP Business One Software, Software Development Kit, Documentation, or SAP Proprietary Information shall not cause or be construed to cause it to be a published work.

(d) Licensee shall not use any SAP logos or other trademarks of SAP in conjunction with the Extension(s) or otherwise without the prior written consent of SAP. If SAP approves any such usages, Licensee shall comply with SAP's Trademark Use Guidelines and other applicable SAP marketing policies as same may be revised from time to time.

2.4   License for Third-Party Database.

(a) The SAP Business One Software and Software Development Kit require a third party database product which has either been integrated or pre-installed as part of the SAP Business One Software, or which must be installed to Use the SAP Business One Software. Third party database product functionality as integrated in the SAP Business One Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Agreement does not contain a license to use the integrated third party database product.

(b) As related to the third party database, Licensee has no right to use and is not licensed to use the copy of the third party database until Licensee has executed a third party database license agreement for the third party database. Upon request, Licensee shall provide to SAP the invoice number and/or license number and corresponding date for the third party database. SAP makes no representations or warranties as to the terms of any license or the operation of any third-party database obtained directly from a third party supplier by Licensee. Licensee is responsible for support and maintenance of the third-party database licensed from a third party supplier, and SAP has no responsibility in this regard.

3.   Delivery. The Software Development Kit (and SAP Business One Software solely to the extent necessary for Licensee's Use of the Software Development Kit) in machine-readable format, and the Documentation, shall be delivered to the Licensee address specified in the Designated Unit Notice attached hereto as Schedule 1 in accordance with SAP's standard delivery process. Licensee shall be responsible for installation of the Software Development Kit (and SAP Business One Software). SAP Business One Software shall be installed only to the extent necessary for Licensee to exercise the rights granted to it under this Agreement.

4.   Price and Taxes.

4.1   License Fees. In consideration of the license granted hereunder, Licensee shall pay to SAP licenses fees as follows:

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(a)   an initial license fee as set forth in SAP's then-current list of prices and conditions applicable to this license due and payable upon execution of this Agreement;

(b)   an annual renewal license fee as set forth in SAP's then-current list of prices and conditions applicable to this license due and payable on each anniversary of this Agreement unless Licensee terminates this Agreement in accordance with Section 5 at least thirty (30) days prior to such anniversary date.

Any fees that Licensee does not pay when due shall accrue interest at the rate of 18% per annum, but not to exceed the maximum amount allowable by law. Licensee also agrees to pay SAP all reasonable costs and expenses of collection, including without limitation attorneys' fees.

4.2   Taxes. License Fees and other charges described in this Agreement, or in SAP's most recent List of Prices and Conditions, do not include federal, state or local sales, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or a valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes (excepting taxes on SAP's income), SAP shall invoice Licensee for such Taxes. Licensee hereby agrees to indemnify SAP for and hold it harmless from any Taxes and related costs, interest and penalties paid or payable by SAP.

5. Term and Termination.

5.1 Term. This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated under Section 5.2.

5.2 Termination. This Agreement and the license granted hereunder shall terminate upon the earliest to occur of the following: (i) one hundred and eighty (180) days from the date of this Agreement in the event there is no written agreement between SAP and Licensee establishing Licensee as an authorized SAP Business One Software Partner ("Partner Agreement") by the end of such one hundred and eighty (180) day period; (ii) immediately upon termination of the Partner Agreement; (iii) thirty (30) days after either party gives the other party written notice of its desire to terminate this Agreement, for any reason, (however, Licensee may provide such notice only after payment of all fees then due and owing, if any); (iv) immediately upon SAP providing Licensee written notice of Licensee's material breach of its obligations under Sections 6 or 10; (v) thirty (30) days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than as specified in (iv) above), including more than thirty (30) days delinquency in Licensee's payment of any money due hereunder, unless Licensee has

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cured such breach during such thirty (30) day period; (vi) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

5.3 Effect of Termination. Upon any termination of this Agreement: Sections 2.2, 4, 6, 8, 9, 11.6, 11.7 and 11.8 shall survive such termination; Licensee's rights under Section 2 shall immediately cease; and SAP and Licensee each shall promptly perform its obligations under Section 5.4. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.

5.4   Duties Upon Termination. Upon any termination hereunder, Licensee shall immediately cease Use of all SAP Proprietary Information and shall irretrievably delete and/or remove such items from all computer hardware and storage media. Within thirty days (30) after any termination, Licensee shall deliver to SAP at Licensee's expense (adequately packaged and insured for safe delivery) or destroy all copies of the SAP Proprietary Information in every form. Licensee agrees an officer of Licensee's organization shall certify in writing to SAP that it has performed the foregoing. Within thirty days (30) after any termination, SAP shall return the Licensee Proprietary Information to Licensee.

6.   Proprietary Rights.

6.1   SAP Proprietary Information.

     (a) Licensee acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the SAP Proprietary Information are and shall remain in SAP and its licensors. Licensee acquires only the right to Use the SAP Proprietary Information and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of SAP's licensors.

     (b) Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the SAP Business One Software and/or Software Development Kit.

     (c) Subject to those limited rights granted to Licensee under Section 6.4, all Modifications and Extensions to the Software and Documentation shall be considered part of the SAP Business One Software and Documentation for purposes of Sections 6.1 and 6.2.

6.2   Protection of Proprietary Information. In order to protect the rights of SAP and its licensors and Licensee in their respective Proprietary Information, SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the

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other party in any form to any person, except to its bona fide employees, officers, directors, or third parties whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information and naming SAP or Licensee, as the case may be, as a third party beneficiary.

6.3   Modifications.

(a)   Licensee shall not modify or alter the SAP Business One Software and/or Software Development Kit in any manner or through any means whatsoever, including without limitation the creation of derivative works or Modifications.

(b)   Licensee expressly agrees that any Modifications of the Software developed by SAP or Licensee (unauthorized or otherwise) shall become and will be the property of SAP AG and that Licensee will not grant, either expressly or by implication, any rights, title, interest or licenses to the Modifications to any third party. Licensee shall provide complete source code for all Modifications to SAP. Licensee agrees that it will not modify any third party software provided hereunder unless expressly authorized in writing by such third party vendor.

6.4   Extensions.

(a)   Licensee may Use the SAP Business One Software, Software Development Kit, and Documentation solely to develop Extension(s) to the Software in accordance with the terms of this Agreement, solely for Use by Customers in connection with the SAP Business One Software licensed by such Customers. Use of such Extension(s) shall not be permitted for any purpose whatsoever unless and until SAP and Licensee execute the Partner Agreement, at which time Licensee's Use of such Extension(s) shall be governed by the Partner Agreement and this Agreement. All Extension(s) developed by Licensee hereunder shall be subject to the prior approval and certification by SAP in accordance with SAP's (or applicable SAP-affiliated company's) then-current interface and/or complimentary software certification process. Licensee shall not market, distribute, license, sell, sublicense, assign, or otherwise transfer any Extension(s) to any third party or other entity other than SAP or Customers under this Agreement. Licensee shall not develop Extension(s) through any other manner other than by using the Software Development Kit as provided under this Agreement. Licensee shall not develop Extension(s) other than through Use of the Software Development Kit – DEVELOPMENT.

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(b)   Under no circumstances shall Licensee (i) change the source code to the Software by way of or through any Extension; or (ii) use or access the Software in order to develop any application or interface functionality that accesses the Software functionality or database used with the Software in any other manner other than in the manner stated in 1.5 above; or (iii) allow the total number of users accessing, directly or indirectly, the Software and Extensions under a Customer license agreement with SAP for the SAP Business One Software ("SAP Customer License"), and/or any database used with the Software, through any third party software to be greater than the total number of users licensed under the SAP Customer License for use of the Software.

(c)   All Extension(s) developed by Licensee under this Agreement ("Licensee Extension(s)") without the participation of SAP or a Customer shall be owned by Licensee subject to the restrictions set forth in this Agreement, and further subject to SAP's rights in the SAP Business One Software and Software Development Kit. In the event this Agreement is terminated without the execution of the Partner Agreement between the parties, Licensee thereby relinquishes all right, title and interest in and to such Licensee Extension(s) and SAP shall from that point forward own all such right, title and interest in such Licensee Extension(s), with no obligation or liability to Licensee therefor. In such case, SAP shall be free to market, distribute, sell, license or otherwise use such Extension(s) in its sole discretion. In the event the Partner Agreement is executed between the parties prior to termination of this Agreement, future use of the Licensee Extension(s) shall be subject to the rights and obligations governing Extension(s) and use thereof under the Partner Agreement and this Agreement. Until such time, Licensee's right to Use such Licensee Extension(s) shall be subject to this Agreement.

(d)   SAP and Licensee shall not engage in joint development of any Extension(s) except under separate written agreement more fully stating the respective rights of the parties. In the event Licensee develops any Extension(s) with participation by a Customer on a specific Customer engagement for such services, ownership of such Extension(s) shall be governed by the SAP Business One Software License Agreement between SAP and Licensee. In such case, Licensee may not have rights in and to such Extension(s), and SAP shall have no liability therefor.

(e)   SAP, its licensors and its partners may, at their discretion, independently (on their own or through third parties) develop the same or similar Licensee Extension(s) (and in SAP's discretion include them in the SAP Business One Software), with no liability to Licensee or any third parties for such activities.

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6.5   Non-Interference. Licensee agrees not to take any action that would limit SAP's independent development, sale, assignment, licensing or use of its own SAP Business One Software, Software Development Kit, or Modifications or Extensions thereto (including without limitation SAP software similar or identical to the Extensions developed by Licensee hereunder).

6.6   Licensee Warranty; Indemnity. Licensee represents and warrants that Licensee owns all rights, title and interest in and to all materials (other than the SAP Proprietary Information) used by Licensee in its development and creation of Licensee Extension(s) under this Agreement. SAP makes no representations and/or warranties to Licensee or any third parties as to any Licensee Extension(s) developed by Licensee under this Agreement. Licensee shall indemnify, defend and hold harmless SAP and its licensors against all third party claims, liabilities and costs, including reasonable legal fees, arising out of (i) Licensee's breach of the preceding representation and warranty; (ii) Licensee's unauthorized Use of the SAP Business One Software, Software Development Kit, Documentation and other SAP Proprietary Information; (iii) any Customer(s) Use of the Licensee Extension(s).

6.7   Use of Licensee Extension(s) by Customers. Licensee shall not provide any Licensee Extension(s) to any Customers unless and until Licensee and SAP have executed the Partner Agreement and Licensee has confirmed that any such Customer is party to a current, existing and valid license for the SAP Business One Software with SAP or its partners. Licensee shall license any Licensee Extension(s) to Customers under its own license agreement, and SAP shall have no liability therefor. Licensee acknowledges and agrees that SAP (or its partners) may terminate a Customer license for circumstances controlled by the Customer license for SAP Business One Software, and SAP and its partners shall have no liability to Licensee therefor.

7.   No Maintenance or Support. This Agreement does not provide for maintenance, support or any other services relating to the SAP Business One Software or the Software Development Kit. Any such services shall be subject to a separate agreement between SAP and Licensee at SAP's then-current rates in effect and SAP shall not have any liability for the provision of such services hereunder.

8.   Disclaimer of Warranty. SAP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, RELATED TO THE SAP BUSINESS ONE SOFTWARE, SOFTWARE DEVELOPMENT KIT, DOCUMENTATION, SAP PROPRIETARY INFORMATION, LICENSEE EXTENSION(S) AND ANY THIRD PARTY SOFTWARE, OR ITS OR THEIR CHARACTERISTICS, QUALITY, PERFORMANCE, OR VALUE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

9.   Disclaimer of Liability; Sole Remedy; Severability.

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9.1   Disclaimer of Liability and Sole Remedy. THE SAP BUSINESS ONE
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THIRD PARTY SOFTWARE, AND ANY OTHER SAP PROPRIETARY
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OBLIGATIONS WHATSOEVER ON THE PART OF SAP. LICENSEE ASSUMES
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DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT. IN NO EVENT
SHALL SAP BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY
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INABILITY TO USE THE MATERIALS, IN CONNECTION WITH SAP'S
PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE
MATERIALS, OR AS A RESULT OF ANY DEFECT IN THE MATERIALS. THIS
DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF
ACTION THAT MAY BE BROUGHT AGAINST SAP, WHETHER IN CONTRACT
OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR
NEGLIGENCE. LICENSEE'S SOLE REMEDY IN THE EVENT OF BREACH OF
THIS AGREEMENT BY SAP SHALL BE TERMINATION OF THIS AGREEMENT.

9.2   Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED
THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH
PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF
WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES
TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO
BE ENFORCED AS SUCH.

10.   Non-Assignment.

10.1. Licensee may not, without SAP's prior written consent, assign, delegate,
sublicense, pledge, or otherwise transfer this Agreement, or any of its rights or
obligations under this Agreement, or the SAP Proprietary Information, to any party
(including any affiliate), whether voluntary or by operation of law, including by way of
sale of assets, merger or consolidation. Any permitted assignment of this Agreement
shall provide that the provisions of this Agreement shall continue in full force and effect
and that Licensee shall guaranty the performance of its assignee and shall remain liable
for all obligations hereunder. This Agreement shall be binding upon and inure to the
benefit of the parties hereto and their respective successors and permitted assigns.

10.2. SAP may assign this Agreement to SAP AG or to an entity designated by SAP
AG.

11.   General Provisions.

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11.1   Rights to Injunctive Relief. Both parties acknowledge that remedies at law may be inadequate to provide SAP or Licensee with full compensation in the event of Licensee's material breach of Sections 2, 6, 10 or 11.6, or SAP's material breach of Section 6 with respect to Licensee Proprietary Information, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of any such material breach.

11.2   No Commitment Regarding Partner Agreement. This Agreement is not a commitment by either party to enter into the Partner Agreement, and neither party shall be obligated or have any liability to the other party (except liability under the terms and conditions of this Agreement) in the event the Partner Agreement is never executed.

11.3   Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11.4   No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

11.5   Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

11.6   Export Control Notice. Regardless of any disclosure made by Licensee to SAP of an ultimate destination of the SAP Business One Software, Software Development Kit, Documentation, and other provided SAP Proprietary Information, Licensee acknowledges that the SAP Business One Software, Software Development Kit, Documentation, and the SAP Proprietary Information are being released or transferred to Licensee in the United States and are therefore subject to the U.S. export control laws. Licensee acknowledges its exclusive obligation to ensure that its exports from the United States are in compliance with the U.S. export control laws. Licensee agrees that it will not submit the SAP Business One Software or Software Development Kit to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP. Licensee shall defend, indemnify, and hold SAP and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal fees) arising out of Licensee's noncompliance with applicable U.S. or foreign law with respect to the use or transfer of the SAP Proprietary Information outside the United States by Licensee.

11.7   Confidential Terms and Conditions. Licensee shall not disclose the terms and conditions of this Agreement contained therein to any third-party. Except as otherwise

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agreed to in writing by the parties, neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee hereby consents to SAP's inclusion of Licensee's name in customer listings which may be published as part of SAP's marketing efforts.

11.8   Governing Law. This Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

11.9   Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above.

11.10   Force Majeure.   Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.11   Entire Agreement.   This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee with regard to the subject matter of this Agreement, and all previous representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions that may appear on any purchase order or other document furnished by Licensee to SAP.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

The IBIS Group
(Licensee)   SAP AMERICA, INC. (SAP)

By: By: _____

Title: PRESIDENT   By: _____

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SAP

<u>Designated Unit Notice</u>

LIMITED TERM SAP BUSINESS ONE SOFTWARE DEVELOPMENT KIT LICENSE

<u>Software and User Allocation</u>

(SAP Internal Use Only) Customer #_____	Installation #_____	ZVAC _____

1.   Name of Licensee or Affiliate where Designated Unit is located: *THE IBIS GROUP*

2.   Designated Unit(s) to be identified by Licensee to SAP in writing.

   Type/Model No.:   *IBM NETFINITY*

   Serial No.:

   O/S Manufacturer/Release: *WINDOWS 2003 ADVANCED SERVER.*

   Database Mfr./Release: *SQL.*

   *Note: When Database is licensed from the vendor directly, insert P.O. Number
   _____, Invoice Number _____ and Date_____

   Location of Designated Unit: *1800 WEST HAWTHORNE LN*

                                    SUITE N West Chicago Il 60185

   Telephone Number: *630-562-4040*

   Software Delivery Contact Person: *DALE J. VAN LEEUWEN*

3.   Please indicate reason for executing this Designated Unit Notice:

   ✓ New Installation
   ____ Install the software on an additional central processing unit(s)
   ____ Move a Designated Unit to a new location/address
   ____ Change hardware and/or operating systems and/or database type

4.   The total number of Named Users allocated to Use the Software, as per their respective rights set forth in the
       Agreement, at the above-specified location for the above-specified Designated Unit(s) are as follows:

       N/A   Professional Users

_____   *12/31/03*
Name   Date

PRESIDENT
_____
Title

THE IBIS GROUP
_____
(Licensee)

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